

11.3.15.2 Cox must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) Cox shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, Cox shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) Cox's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Cox's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) Cox shall identify its terminal block and equipment as a Cox facility.

11.3.15.3 To provide Cox with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment. (b) secure any Right of Way for Cox. (c) secure space for Cox in any building, (d) secure access to any portion of a building for Cox or (e) reserve space in any building for Cox.

11.3.15.4 Cox must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to Cox service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Cox's termination block, and Verizon shall determine how to perform such installation. Cox shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Cox in accordance with Cox's order for such conversion.

11.3.15.5 If a Cox compatible connecting **block** or spare termination on Cox's connecting block is not available at the time of installation, Verizon shall bill Cox, and Cox shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the Special Construction charges set forth in Exhibit **A**.

11.3.15.6 Verizon shall perform all installation work on Verizon equipment. **All** Cox equipment connected to a House and Riser Cable shall comply with applicable industry standards.

11.3.15.7 Cox shall be solely responsible for investigating and determining the source of all trouble reports by Cox's Customers. Verizon shall repair a trouble when the cause of the trouble is a Verizon House and Riser Cable. If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Cox shall pay Verizon the charge set forth in Exhibit **A** for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit **A** will be assessed per occurrence to Cox by Verizon. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit **A** will be assessed per occurrence to Cox by Verizon.

11.3.15.8 Verizon shall advise Cox, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit **A**, whether or not Verizon owns House and Riser Cable at a specified address. Verizon shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. Verizon shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

#### 11.3.16 Dark Fiber

11.3.16.1 Notwithstanding anything set forth in this Agreement, subject to the conditions set forth in Section 11.9 and upon request, Verizon shall provide to Cox access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.16 and the rates set forth in Exhibit **A**. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Cox central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Cox submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set

forth in this Agreement, Verizon shall provide Cox with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

11.3.16.2 Cox may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and **Cox** may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Cox may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Cox's request, Verizon will connect a Dark Fiber Loop to a Cox collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Cox collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon Cox's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to Cox collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a Cox central office to a Cox collocation arrangement in the Verizon central office and to the fiber distribution frame in the Cox central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a Cox collocation arrangement and to the fiber distribution frame in a Cox central office by installing appropriate cross connections.

Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

11.3.16.3 Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide Cox with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for Cox, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, **and** Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Cox order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange

carriers or impair a Verizon obligation to serve as a carrier of last resort

11.3.16.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Cox shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, Verizon shall notify Cox and provide Cox with an estimate of the mileage of those facilities. Cox cannot order access to spare facilities until Verizon has notified Cox that the facilities are available, and Verizon does not guarantee *or* warrant that the facilities will be available when Cox submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified Cox are available, Cox assumes all risk that those facilities will no longer be available.

11.3.16.5 Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cox the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Cox subject to the agreement of Cox, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Cox acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to Cox subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Cox central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and Cox submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Cox assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cox submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cox assumes all risk that the pair will not be compatible with Cox's equipment, including, but not limited to, order cancellation charges.

11.3.16.6 Cox shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Cox; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building

where a Customer is located; and (e) augmenting Cox's collocation arrangements with any proper cross connects or other equipment that Cox needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

11.3.16.7 Cox acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Cox has obtained access to such dark fiber, and Cox assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

11.3.16.8 Verizon shall provide Cox with access to a Dark Fiber Loop or a Dark Fiber IOF; in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one **LATA**:

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.

11.3.16.9 Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Cox has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Cox's request and subject to rates set forth in Exhibit **A**, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Cox for such dark fiber.

11.3.16.10 Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Cox and subject to the time and material rates set forth in Exhibit **A** but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber. services provided by Cox over such dark fiber, any equipment of Cox or anything other than the physical integrity of such dark fiber. Cox shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Cox acknowledges that maintenance and repair of a Dark Fiber Loop or

a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. Cox accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then Cox shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by Verizon.

11.3.16.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

#### 11.4 Network Interface Device

Subject to Section 11.1 and at the request of Cox, Verizon shall permit Cox to connect Cox's loop to the deregulated inside wire of a Customer's premises through the purchase and use of Verizon's NID in the manner set forth in Schedule 11.4.

#### 11.5 Unbundled Switching Elements

Subject to Section 11.1, Verizon shall make available to Cox the local Switching Element and tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.5.

#### 11.6 Interoffice Transmission Facilities

Subject to Section 11.1, Verizon shall provide Cox with dedicated local transport, common local transport in conjunction with unbundled local switching, unbundled interoffice transmission facilities, and other services in accordance with Exhibit A. To the extent Cox purchases unbundled shared transport, Cox shall also be required to purchase unbundled local switching in conjunction with such unbundled shared transport. Interoffice Transmission Facilities include:

11.6.1.1 Dedicated transport, defined as Verizon transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by Verizon or requesting telecommunications carriers, or between switch locations owned by Verizon or requesting telecommunications carriers:

11.6.1.2 Dark fiber transport, defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics;

11.6.1.3 Shared transport, defined as transmission facilities shared by more than one carrier, including Verizon, between End Office Switches, between End Office Switches and Tandem Switches, and between Tandem Switches, in Verizon's network.

11.6.2 To the extent required by Applicable Law, Verizon shall:

11.6.2.1 Provide Cox exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier.

11.6.2.2 Provide all technically feasible transmission facilities, features, functions and capabilities that Cox could use to provide Telecommunications Services;

11.6.2.3 Permit, to the extent technically feasible, Cox to connect equipment designated by Cox, including but not limited to, Cox's collocated facilities. If Cox desires to connect interoffice facilities to equipment that is not collocated, Cox shall make a Network Element Bona Fide Request to Verizon.

11.6.2.4 Permit, to the extent technically feasible, Cox to obtain the functionality provided by Verizon's digital cross-connect systems in the same manner that Verizon provides such functionality to interexchange carriers.

## 11.7 Operations Support Systems

Subject to Section 11.1, Verizon shall provide Cox with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with the provisions of Schedule 11.7 as soon as practicable or as required by Applicable Law. Where electronic interfaces are available, Cox shall use such electronic interfaces for access to pre-ordering, ordering, provisioning, maintenance and repair, and billing.

## 11.8 Signaling Networks and Call-Related Databases

11.8.1 To the extent required by Applicable Law, Verizon shall provide nondiscriminatory access to signaling networks, call-related databases, and service management systems, if any, on an unbundled basis to Cox for the provision of a telecommunications service. Signaling networks include, but are not limited to, signaling links and signaling transfer points.

11.8.2 Where Cox purchases unbundled switching capability from Verizon, Verizon shall provide access from that switch in the same manner in which it obtains such access itself.

11.8.3 Verizon shall provide Cox with access to the Verizon signaling network for each of Cox's switches. This connection shall be made in the same manner as Verizon connects one of its own switches to a signaling transfer point.

11.8.4 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service.

11.8.5 For purposes of switch query and database response through a signaling network, Verizon shall provide access to its call-related databases, including but not limited to, the Calling Name Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of access at the signaling transfer point linked to the unbundled databases.

11.8.6 Notwithstanding Verizon's general duty to unbundle call-related databases, Verizon shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. Verizon shall not provide Cox, and Cox shall not request from Verizon, access to a proprietary advanced intelligent network service.

11.8.7 Verizon shall allow Cox, where Cox has purchased Verizon's local switching capability, to use Verizon's service control point in the same manner, and via the same signaling links, as Verizon itself.

11.8.8 Verizon shall allow Cox, where Cox has deployed its own switch, and has linked that switch to Verizon's signaling system, to gain access to Verizon's service control point in a manner that allows Cox to provide any call-related database-supported services to Customers served by Cox's switch.

11.8.9 Verizon shall provide Cox with access to call-related databases in a manner that complies with Section 222 of the Act.



11.8.10 Verizon shall provide Cox with the information necessary to enter correctly, or format for entry, the information relevant for input into Verizon's Service Management System.

11.8.11 Verizon shall provide Cos the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, in the same manner that Verizon provides to itself.

11.8.11.1 SCE Training. If Cox chooses to utilize Verizon's AIN service creation environment (SCE) to design, develop, test, and deploy AIN based services, Cox's authorized SCE users shall obtain training from Verizon's authorized AIN training vendor (Telcordia) prior to using the SCE. Training expense shall be the sole responsibility of Cox. Scheduling, applicable charges, and billing for the classes shall be the responsibility solely of Cox and Verizon's training vendor.

11.8.11.2: Use of AIN Switch Triggers. Verizon reserves the right to ensure the integrity of its network by limiting or denying access to certain triggers that could permit messages to be generated having an adverse impact upon another carrier's subscriber on an unbundled line port of a Verizon SSP. To the extent network capabilities are available:

- a) **AIN** subscriber-based triggers will be provided;
- b) AIN Group-based triggers will be provided;
- c) AIN Office-based (ten digit triggers) will be provided to Cos upon Cox's demonstration of subscriber responsibility (customer ownership) for that ten digit number requested: and
- d) AIN Office-based. Specific Digit String Trigger (three through nine digit triggers) will be explored on an individual case basis. However, due to LNP potential to extract one CLEC subscriber's number from within a group of another CLEC's block of numbers: Verizon cannot ensure the propriety of an individual CLEC's customer data. Therefore, as a general policy, three through nine digit AIN Office-based triggers will not be made available until technology allows partitioning of these Office-based triggers.

11.8.11.3 AIN Service Certification and Testing. In the case where Cox chooses to provide AIN based service to its customers, prior to deployment, such services shall be subject to a certification and testing process in accordance with the procedures and guidelines Verizon uses for its own database applications, as set forth in Verizon's Advanced Intelligent Network Service Creation User Guide and appendices as amended from time to time. Cox shall pay the Verizon charges for such certification and testing as

found in Exhibit A

11.8.12 Verizon shall provide Cox access to Service Management Systems in a manner that complies with section 222 of the Act.

#### 11.9 Limitations on Unbundled Access

11.9.1 **Cox** shall access Verizon's unbundled Network Elements via Collocation in accordance with Section 13 at the Verizon Wire Center, where those elements exist or other mutually agreed upon means of Interconnection, and each Loop or Port shall, in the case of Collocation, be delivered to Cox's Collocation by means of a Cross Connection.

11.9.2 Verizon shall provide Cox access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Cox requests one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator. Verizon shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to Cox. If, however, no spare physical Loop is available, Verizon shall within three (3) business days of Cox's request notify Cox of the lack of available facilities. Cox may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the Loop through the demultiplexing of the integrated digitized Loop(s). Cox may also make a Network Element Bona Fide Request for access to Loops at the Loop concentration site point. Alternatively, Cox may choose to avail itself of Verizon's Special Construction services, as set forth in Exhibit A, for the provisioning of such Loop(s). Notwithstanding anything to the contrary in this Agreement, Verizon's standard provisioning intervals shall not apply to Loops provided under this subsection 11.9.2.

11.9.3 If Cox orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics in applicable technical references, Cox may request Verizon to provide distance extensions on such Loops. Verizon will comply with such requests unless the requested extensions are incompatible with the services Cox wishes to provide, or cause degradation of service in Verizon's network. The rates and charges for such loop extensions shall be as set forth in Exhibit A, in Verizon's applicable Tariffs if there is no rate in Exhibit A, or in the absence of either, at a rate to be agreed upon between the Parties.

11.9.4 Verizon will exercise commercially reasonable efforts to ensure that the service intervals that apply to Loops and unbundled Ports are comparable to the (a) repair intervals that apply to the bundled dial tone line service, and (b) installation intervals that apply to other Verizon-coordinated services, except as provided in Section 26. Although Verizon will make commercially reasonable efforts to ensure that Loops and unbundled ports meet specified or agreed-upon technical standards, Verizon makes

no warranty that the Loops or unbundled Ports supplied by Verizon hereunder will be compatible with the services Cox may offer to its Customers.

11.9.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to Cox, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines that Verizon is not required by Applicable Law to provide such Network Element or Combination. Verizon may terminate its provision of such Network Element or Combination to Cox as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element or Combination. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that Verizon is not required to provision a particular Network Element or Combination. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element or Combination. If Verizon terminates its provision of a Network Element or a Combination to Cox pursuant to this Section 11.9.5 and Cox elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with Cox to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of Cox; and (b) Cox shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

11.9.6 If as the result of Cox Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Cox Customer premises. Cox will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in Verizon's applicable retail Tariff.

## **11.10 Availability of Other Network Elements on an Unbundled Basis**

11.10.1 Verizon shall, upon request of Cox and to the extent required by Applicable Law, provide to Cox access to its Network Elements on an unbundled basis for the provision of Cox's Telecommunications Service. Any request by Cox for access to an Verizon Network Element that is not already available and is not specifically required to be offered under regulations or orders of the FCC or the Commission shall be treated as a Network Element Bona Fide Request. Cox shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.10.2 A Network Element obtained by Cox under this subsection 11.10 may be used only to provide a telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.10.3 Notwithstanding anything to the contrary in this subsection 11.10, Verizon shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.10 except as required by Applicable Law.

11.10.4 Verizon will notify Cox of the availability of new unbundled Network Elements upon their commercial availability.

#### 11.11 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to “live” cutovers of Verizon Customers who are converting their Telephone Exchange Services to Cox Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loop”s) to be provided by Verizon to Cox.

11.11.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Cox does not request a coordinated cutover, Verizon will process Cox’s order as a new installation subject to applicable standard provisioning intervals.

11.11.2 Cox shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request (“LSR”). Verizon agrees to accept from Cox the date and time for the conversion designated on the LSR (“Scheduled Conversion Time”), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center (“RCCC”) and subject to the availability of Verizon’s work force. In the event that Verizon’s work force is not available, Cox and Verizon shall mutually agree on a New Conversion Time, as defined below. Cox shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within two (2) business days of Verizon’s receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide Cox the firm order commitment (“FOC”) date by which the Analog 2W Loops covered by such LSR will be converted.

11.11.3 Cox shall provide dial tone at the Cox Collocation site at the time specified in the hot cut process developed by Verizon in cooperation with the Commission and the industry. In the absence of any such process, by 7:00 AM of the business day preceding the day of the Scheduled Conversion Time.

11.11.4 Either Party may contact the other Party to negotiate a new Scheduled

Conversion Time (the “New Conversion Time”); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours’ advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.11.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Cox; and

(ii) If Cox requests to reschedule outside the one (1) hour time frame above, Cox shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.11.5 If Cox is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time: as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Cox will reschedule and, upon request from Cox, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.11.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Cox is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.11.7 Conversions involving LNP will be completed according to North American Numbering Council (“NANC”) standards, via the regional Number Portability Administration Center (“NPAC”).

11.11.8 If Cox requires Analog 2W Loops conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for **desired** dates and times outside of regularly scheduled RCCC operating hours.

## 11.12 Maintenance of Loops

If (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment, then Cox shall pay Verizon the applicable Tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by Cox is not available at the appointed time. Cox accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Cox instructions, Verizon is erroneously requested to dispatch to the Central Office, Verizon may levy on Cox an appropriate charge. However, if Verizon imposes any charge on Cox under this subsection 11.12 and the same trouble recurs and the cause in both instances is determined to be in Verizon's facilities, then Verizon shall refund to Cox all charges applicable to that trouble that were erroneously levied on and paid by Cox to Verizon plus interest at the rate applicable to refunds of overpayments pursuant to Verizon's Tariffs.

### 11.13 Combinations of Network Elements

11.13.1 Verizon shall be obligated to provide a combination of Network Elements ("Combination") under this Agreement only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination of Network Elements to Cox, the terms, conditions and prices for the Combination of (including, but not limited to, the non-recurring charge to compensate Verizon for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in Verizon's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such Combination, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.13.2.1 In accordance with, but only to the extent required by Applicable Law, Cox may order and Verizon shall provide an existing combination of unbundled loop, unbundled local switching, unbundled shared transport, also known as a "UNE Platform" Combination.. In accordance with Appendix B-2, Bell Atlantic/GTE Unbundled Network Elements Ordered Application-Application (LSR) of "In re Application of GTE Corporation, Transferor: and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. **98-184**, (June 16,2000), as amended from time to time. Verizon shall provide to Cox electronic ordering capability for "UNE Platform" Combinations.

11.13.2.2 When Cox orders a Combination of Network Elements that are currently interconnected and functional, Verizon will provide such Combination of Network Elements on an interconnected and functional basis unless Cox requests

otherwise. Verizon's rates for Combinations of Network Elements will be in accordance with Applicable Law.

### 11.13.3 Conversion of Special Access Services to Loop-Transport Combinations

11.13.3.1 Notwithstanding any other provision of this Agreement, Bell Atlantic will allow Cox to convert special access services to a Combination of unbundled Loop and unbundled transport Network Elements in accordance with, but only to the extent required by, Applicable Law. If and, to the extent that, such conversions are required under Applicable Law, Verizon will provide such conversions on the following terms (subject to changes, if any, that Verizon makes that are required or permitted under Applicable Law, notice of which changes Verizon will provide to Cox in writing):

11.13.3.1.1 The Parties acknowledge that special access services are ordinarily provided through channel terminations together with dedicated interoffice mileage. Special access services that are eligible, under Applicable Law, for conversion may be converted to a Combination of unbundled Loop and unbundled transport Network Elements pursuant to the terms of this Section 11.13.3. Bell Atlantic will convert a special access circuit to a Loop-transport Combination if Cox (1) appropriately identifies the subject circuit (i.e., Cox notifies Verizon in an electronic file format agreed to by the Parties of the applicable BAN, circuit ID, NC code, primary NCI code, secondary NCI code, ACTL CLLI of circuit ID, **CFA**, Traffic Factor 1, class of service, USOC, USOC quantities, billed rate per USOC, discount plan, start date of plan, and end date of plan), (2) certifies in writing, as set forth below, that the identified Loop-transport Combination will be used to provide a significant amount of local exchange service to a particular Cox end user Customer and if applicable, associated Switched Exchange Access Service to such Cox end user Customer (such certification specifying, among other things, the option under which Cox is making the certification), and (3) also meets the other requirements set forth in this Section 11.13.3. It is presumed that Cox is providing a significant amount of local exchange service to a particular Cox end user Customer if it meets each of the criteria set forth in one of the following three circumstances:

- (a) Cox certifies that it is the exclusive provider of a Customer's local exchange service. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option, Cox is the Customer's only local service provider; or
- (b) Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local

dialtone lines; and for DS1 circuits and above, at least fifty (50) percent of the activated channels on the Loop portion of the Loop-transport Combination have at least five (5) percent local voice traffic individually, and the entire Loop facility has at least ten (10) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services: or

(c) Cox certifies that at least fifty (50) percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty (50) percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire Loop facility has at least thirty-three (33) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option only, Collocation is not required.

11.13.3.1.2 The physical facilities used to provide a special access service to Cox must be the same facilities that will provide a Loop-transport Combination requested by Cox, and Verizon will not rearrange such facilities in connection with a conversion.

11.13.3.1.3 In addition to and without in any way limiting the audit rights provided elsewhere in this Agreement, Verizon has the right to perform limited audits only to the extent reasonably necessary to confirm Cox's compliance with the local usage requirements. Verizon will hire and pay for an independent auditor to perform any such audit, using the records that Cox keeps in the normal course of business (Cox hereby agreeing that it will maintain appropriate records that it can rely upon to support its local usage certifications), and Cox will promptly reimburse Verizon for the cost of such audit if the audit uncovers noncompliance with the local usage option to which Cox certified. Verizon will provide at least thirty (30) days' written notice to Cox prior to conducting any audit. Verizon will not conduct more than one (1) audit of Cox in any calendar year unless the audit finds noncompliance.

11.13.3.1.4 In connection with any conversion of special access services to a Combination of unbundled Loop and unbundled transport Network Elements, Cox agrees that it will promptly pay to Verizon (or, at Verizon's option, accedes to Verizon's set-off against any amounts otherwise owed to Cox) any termination liabilities and/or minimum service period charges under Verizon's applicable tariffs with



respect to Cox ceasing to purchase the subject special access services that are being converted to a Loop-transport Combination.

#### 11.14 UNE Rates

11.14.1 Verizon shall make NIDs available to Cox at the rates set forth in Exhibit **A**. Verizon shall provide access to 4-Wire 56 kbps Loops, **DS-3** Loops, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables: collectively, the “Rates” and, individually, a “Rate”). Cox acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Cox in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement. If Verizon files such Rate with the Commission (e.g., in a Tariff or in a Commission proceeding), Verizon shall bill Cox, and Cox shall pay to Verizon, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement. Any notice provided by Verizon to Cox pursuant to this Section 11.14.1 of such Rate that Verizon files with the Commission shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Cox and thereafter. If Verizon does not file such Rate with the Commission, the Rate shall be mutually agreed to by the Parties and incorporated by amendment to this Agreement.

11.14.2 The rates and/or rate structures for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable, to the extent such rates and/or rate structures are part of Exhibit **A**, shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission. The rates and/or rate structures approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable shall supercede those shown in Exhibit **A**. The permanent rates shall be effective retroactively to the Effective Date of this Agreement. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of the Effective Date of this Agreement. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

## 12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

### 12.1 Availability of Retail Rates for Resale

Verizon shall make available to Cox for resale all Telecommunications Services as described in Section 251(c)(4) of the Act. pursuant to the rates, terms and conditions of Verizon's applicable Tariffs. as may be amended from time to time. Cox shall make available to Verizon for resale all of its Telecommunications Services, and shall not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services according to Section 251(b)(1) of the Act.

### 12.2 Availability of Wholesale Rates for Resale

Verizon shall make available to Cox for resale all telecommunications Services that Verizon provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

### 12.3 Availability of Support Services and Branding for Resale

Verizon shall make available to Cox the various support services for resale described in Schedule 11.7 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by Cox and at prices, terms and conditions to be negotiated by Cox and Verizon, Verizon shall provide Verizon Retail Telecommunications Services (as defined in Schedule 11.7) that are identified by Cox's trade name, or that are not identified by trade name, trademark or service mark.

### 12.4 Additional Terms Governing Resale and Use of Verizon Services

12.4.1 Cox shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services. In addition, Cox shall undertake in good faith to ensure that its Customers comply with the provisions of Verizon's Tariffs applicable to their use of Verizon's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, Cox shall not resell (a) residential service to business or other nonresidential Customers of Cox. (b) Lifeline or other means-tested service offerings. or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from Verizon, or (c) any other Verizon service in violation of any user or user group restriction that may be contained in the Verizon Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, Cox shall be subject to the same limitations that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon discontinues offering.

12.4.3 Verizon shall not be obligated to offer to Cox at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Cox shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or merchandise, or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

12.4.5 Verizon may impose additional restrictions on Cox's resale of Verizon's retail Telecommunications Services to the extent permitted by Applicable Law including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale.

### 13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, Verizon shall provide to Cox both Physical and Virtual Collocation solely for the purpose of facilitating Cox's Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon may offer only Virtual Collocation (and not Physical Collocation) where Physical Collocation is not practical for technical reasons or because of space limitations or where permitted by Applicable Law. To the extent not otherwise provided in this Agreement, such Collocation shall be provided pursuant to Verizon's applicable federal and state Tariffs as amended from time to time. If any of the terms of Verizon's state 218 Collocation Tariff are modified or superceded after the Effective Date of this Agreement, the Parties agree that such modified or superceding terms shall apply to the Parties' collocation unless either Party requests that this Section 13 of this Agreement be renegotiated as it relates to any such modified or superceding terms and the Parties agree to amend Section 13 of this Agreement. Any such request for renegotiations must be made within thirty (30) days after the date when the modified or superceding terms become final and unappealable, and the renegotiations shall take place pursuant to the Dispute Resolution provisions of Section 28.9 of this Agreement,

13.2 In the course of implementing a Collocation project, Verizon shall:

- (a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide Cox with the relevant engineering requirements,

13.3 For both Physical and Virtual Collocation, Cox shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.4 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC’s network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. Should Cox seek a particular Collocation arrangement, either Physical or Virtual, not described herein, it is entitled to a presumption that such Collocation arrangement is technically feasible if any LEC has successfully deployed such Collocation arrangement in any incumbent LEC Premises.

13.5 Verizon will not require Cox to bring its own transmission facilities to Verizon’s Premises in which Cox seeks to collocate equipment.

13.6 Verizon may retain a limited amount of floor space for its own specific future uses, provided, however, that Verizon may not reserve space for future use on terms more favorable than those that apply to Cox when Cox is seeking to reserve space for its own future use. Verizon shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Virtual Collocation at that point is not technically feasible. In accordance with Applicable Law, Verizon may impose reasonable restrictions on warehousing of unused space by Cox.

13.7 Cox agrees to collocate only equipment that is necessary for Cox’s Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon will not require that such **Cox** equipment comply with safety or engineering standards that are more stringent than the safety or engineering standards that Verizon applies to its own equipment in that same Verizon Premises or with National Equipment and Building Specifications performance standards. If Verizon refuses to allow Cox to collocate equipment for safety reasons, Verizon will within five business days provide to Cox a list of all equipment Verizon locates within that Premises together with an affidavit attesting that all of Verizon’s equipment on that list meets or exceeds all of *the* safety standards that *Cox’s* equipment tails to meet.

13.8 Each Party will be responsible for notifying the other Party of any significant outages affecting or caused by a Party's Collocation arrangement which could be reasonably known to impact or degrade the other Party's services.

13.9 Verizon agrees to make no more than one (1) Verizon-initiated non-emergency inspection of Cox's completed Collocation space per month, and no more than six (6) Verizon-initiated non-emergency inspections per year, provided that no two (2) inspections reveal infractions of the applicable terms and conditions of Verizon's Tariffs and this Agreement. If any two (2) inspections reveal such infractions, Verizon will conduct inspections pursuant to Verizon's Tariffs for the term of this Agreement. This subparagraph does not apply to any inspections initiated or required by any outside agency.

#### 14.0 NUMBER PORTABILITY - SECTION 251(b)(2)

##### 14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Location Routing Number (LRN) is currently being used by the telecommunications industry to provide NP, and will be used by the Parties to implement LNP between their networks.

##### 14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 LNP shall be provided when a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) previously provided by Party A, in conjunction with the Telephone Exchange Service(s) provided by Party B. After Party B has received an appropriate authorization in accordance with Applicable Law from a Customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. In accordance with Applicable Law, each Party will maintain evidence of authorizations and, upon request, provide copies of such evidence to the other.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based

calling card in another LIDB. if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A ports his or her telephone number(s) to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported, provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

14.2.4 When a Customer of Party A ports his or her telephone number(s) to Party B, in the process of porting the Customer's telephone number(s). Party A shall implement the ten-digit trigger feature 48 hours prior to Party B's due date. If, in the case of Direct Inward Dialing (DID) numbers and Remote Call Forwarding numbers the LNP ten-digit trigger *can* not be used, the Parties shall coordinate the Customer's porting using procedures developed by the North American Numbering Council (NANC), or other 'hot cut' procedures as may be mutually agreed to. When Party A receives the porting request, the LNP ten-digit trigger shall be applied to the Customer's line before the due date of the porting activity. When the LNP ten-digit trigger can not be used, Party A and Party B must coordinate the disconnect activity. The Parties agree that changes to a scheduled port will be permitted until 5PM the day of the port and that a due date change may be required. When Party B does not require loop facilities from Party A and the LNP ten-digit trigger has been provisioned. Party A agrees to not disconnect the LNP ten-digit trigger and associated line translations until 11:59 PM on the day of the scheduled port. When a porting request of Party B requires loop facilities from Party A or when the ten-digit trigger is not available from Party A, the Parties must coordinate the disconnection of the loop and/or switch facilities from Party A's network with the activation of the loop and/or switch facilities on Party B's network.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Where LNP is commercially available, the NXXs (current and new) in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP-capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. In the event either Party elects to port a mass calling code, upon written notice, the Parties agree to negotiate the terms and conditions that shall apply to such an arrangement.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier to perform LRN queries for the other Party in the event that either Party is unable to perform the routing necessary for LNP, according to the terms and conditions contained in the default carrier's Tariff. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.

14.2.9 When a ported telephone number is disconnected, i.e., the telephone number is no longer in service by the original Customer, the ported telephone number will be released back to the donor carrier from which the telephone number had been ported. In addition, when a ported number is disconnected, both Parties shall agree to adhere to the Industry Numbering Committee (INC) Guidelines for the Aging and Administration of Disconnected Telephone Numbers, contained in document INC99-1108-024, dated November 8, 1999.

14.2.10 Each Party shall provide LNP using the following provisioning intervals for porting 200 or fewer numbers per customer:

Party B will make commercially reasonable efforts to respond to LNP requests with Firm Order Confirmation within 24 hours (excluding weekends and holidays) of receipt of valid requests; or

Party B will make commercially reasonable efforts to respond to LNP requests with query or error notification within 24 hours (excluding weekends and holidays) of receipt of invalid requests.

Porting orders will be subject to the schedule implemented under the auspices of the Commission. In the absence of such schedule, porting orders will be subject to the following schedule from date of firm order confirmation:

Port only:

1-50 numbers	3 business days
51-100 numbers	4 business days
101-200 numbers	5 business days

201+ numbers	negotiated due dates
Port with Loop:	
1-10 numbers	6 business days
11-20 numbers	10 business days
21+ numbers	negotiated due dates

14.2.11 When requested by Party B, Party A shall provide sufficient workforce to implement the port and to ensure necessary escalation if needed in the event of problems outside of regular working hours.

#### 14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

#### 15.0 DIALING PARITY -- SECTION 251(b)(3)

Verizon and Cox shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

#### 16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally-available license agreements).



16.2 Licensor shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensor shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC Regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted (subject to Licensee's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee's completion of an application, Licensor shall make commercially reasonable efforts to, within fifteen (15) business days of a request identifying the specific geographic area and types and quantities of required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensor shall make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

16.3 Nothing in this Section 16 shall be deemed to expand or restrict either Party's rights, obligations or duties not otherwise afforded, provided or required of such Party under Applicable Law.

## 17.0 DATABASES AND SIGNALING

### 17.1 Obligations of Both Parties:

17.1.1 Subject to Section 11.0, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection in accordance with existing Tariffs, and Interconnection and access to toll free service access code (e.g., 800/888/877/866) databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either